

**Electronically Recorded**

Official Public Records

Tarrant County Texas

2009 Feb 19 08:44 AM

Fee: \$ 20.00

**D209044525**

Submitter: SIMPLIFILE

2 Pages

*Suzanne Henderson*

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS ANY INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**AMENDMENT TO OIL & GAS LEASE**

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

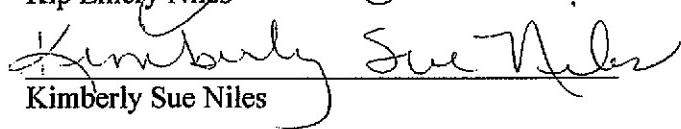
§

It is hereby agreed that Paragraph No. 19 of the August 25, 2006 Paid Up Oil and Gas Lease ("Lease") between Kip Emery Niles and wife, Kimberly Sue Niles, as Lessor, and Carrizo Oil & Gas, Inc., as Lessee, Memorandum of Oil and Gas Lease recorded as Instrument No. D207086635 in the Official Public Records of Tarrant County, Texas shall be amended to allow for the pooling of the leased premises in a pooled unit not to exceed 320 acres, plus a maximum tolerance of ten percent (10%).

Lessee hereby agrees to drill no less than three (3) wells attributable to the Leased Premises within the primary term of the Lease, and if the Lease is otherwise maintained at the expiration of the primary term, Lessee hereby agrees to drill an additional well or wells within one (1) year after the expiration of the primary terms, to insure that there are at least three (3) wells attributable to the Leased Premises. If the Lease remains in force after the expiration of the primary term, and Lessee has failed to drill two additional wells attributable to the Leased Premises within one (1) year from the expiration of the primary term, Lessee shall pay liquidated damages in the amount of \$10,000 for each well not drilled within one (1) year after the expiration of the primary term. For example, if the Lease is maintained by a single well at the expiration of the primary term, Lessee hereby agrees to drill two (2) additional wells within one (1) year after the expiration of the primary term. If, at the expiration of the primary term, Lessee has drilled two (2) wells attributable to the Leased Premises, Lessee hereby agrees to drill one (1) additional well within one (1) year from the expiration of the primary term. If Lessee has drilled three (3) or more wells attributable to the Lease Premises before the expiration of the primary term, Lessee is not obligated to drill additional wells attributable to the Leased Premises. As used herein "well" or "wells" shall mean a well bore drilled with a total length of not less than two thousand feet (2,000').

EXECUTED this 10<sup>th</sup> day of April, 2008.

LESSOR:

  
Kip Emery Niles  
Kimberly Sue Niles

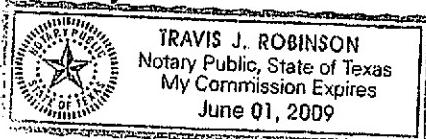
LESSEE:  
Carrizo Oil & Gas, Inc., a Texas corporation

*Andrew Agosto*  
By: Andrew R. Agosto  
Its: Vice President

*sw*

THE STATE OF TEXAS      §  
                                §  
COUNTY OF TARRANT      §

This instrument was acknowledged before me on this 16<sup>th</sup> day of April, 2008, by Kip Emery Niles.

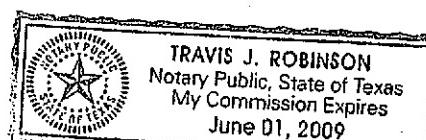


*[Signature]*  
Notary Public in and for  
The State of Texas

THE STATE OF TEXAS      §  
                                §  
COUNTY OF TARRANT      §

This instrument was acknowledged before me on this 16<sup>th</sup> day of April, 2008, by Kimberly Sue Niles.

*[Signature]*  
Notary Public in and for  
The State of Texas



Notary Public in and for  
The State of Texas

THE STATE OF TEXAS      §  
                                §  
COUNTY OF HARRIS      §

This instrument was acknowledged before me on this 14<sup>th</sup> day of May, 2008, by Andrew R. Agosto, Vice President of Carrizo Oil & Gas, Inc., a Texas corporation, on behalf of said corporation.



*[Signature]*  
Notary Public in and for  
The State of Texas